LAMBERT, LESER, ISACKSON, COOK & GIUNTA, P.C. 309 Davidson Building 916 Washington Avenue Bay City, MI 48708 Telephone: 989-893-3518 Fax: 989-894-2232 Susan M. Cook Adam D. Bruski

Attorneys for Linamar Corporation and Linamar Holdings, Inc.

UNITED STATES BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF NEW YORK

	Chapter 11	
In re: DELPHI CORPORATION., et al.,	) Case No: 05-44481 (R	•
	) (Jointly Administered)	)
Debtors.	)	
	)	
/		

# RESPONSE OF LINAMAR CORPORATION AND LINAMAR HOLDINGS, INC. TO THE REORGANIZED DEBTORS' FORTY-THIRD OMNIBUS CLAIMS OBJECTION

NOW COME Linamar Corporation, Linamar Holdings, Inc., and their respective subsidiaries and affiliates (collectively, "Linamar") by and through their counsel, Lambert, Leser, Isackson, Cook & Giunta, P.C., and for their Response to the Reorganized Debtors' Forty-Third Claims Objection hereby state as follows:

- During the period from October 8, 2005 through October 6, 2009, Linamar provided certain goods and services to the Debtors pursuant to purchase orders and contracts.
- 2. The provision of these goods and services constitutes administrative expenses of the Debtors' estate pursuant to 11 U.S.C. § 503.

- 3. Linamar has submitted the following claims (the "Claims") for administrative expenses in the Debtors' bankruptcies:
  - a. Invar, a division of Linamar Holdings, Inc., claim no. 18882, filed July 14, 2009, in the amount of \$974,810.00.
  - b. Vehcom, a division of Linamar Corporation, claim no. 18886, filed July 14,
     2009, in the amount of \$1,889,515.70 plus continuing accruals.
  - c. Roctel, a division of Linamar Holdings, Inc., claim no. 18885, filed July 14, 2009, in the amount of \$3,165,223.55 plus continuing accruals.
  - d. Linamar Corporation and its subsidiaries and affiliates, claim no. 19770, filed November 4, 2009, in the amount of \$1,602,060.79.
- 4. The Claims, as filed, are attached to this Response as Exhibit A.
- 5. On January 22, 2010, Debtors filed the Forty-Third Omnibus Claims Objection (the "Objection").
- 6. In the Objection, the Debtors state that Linamar's Claims "assert liabilities or dollar amounts that are not owing pursuant to the Reorganized Debtors' books and records, in most cases because such Administrative Claims have been satisfied in the ordinary course of business". Objection at 9.
- 7. Linamar denies that any of its Claims have been satisfied by the Debtors.
- 8. Delphi is aware of Linamar's Claims as representatives of Delphi and Linamar have been in high-level meetings working towards a resolution and settlement of the amounts owing from Delphi to Linamar.
- Linamar's Claims, as filed, include documentation attesting to the validity of its claims against the Debtors.

- 10. While Linamar has presented tangible documentary evidence to prove its Claims, the Debtors have simply stated that they do not show the Claims in their books and records, and surmise that the Claims have been satisfied in the ordinary course. The Debtors have presented no evidence to prove that the Claims were satisfied and their mere denial of the Claims is insufficient to affect their validity.
- 11. Pursuant to Fed. R. Bankr. P. 3001(f), a proof of claim "executed and filed in accordance with these rules shall constitute prima facie evidence of the validity and amount of the claim". See also, Sherman v. Novak (In re Reilly), 245 B.R. 768, 773 (2nd Cir. 2000). The Debtors have not objected to Linamar's Claims on the grounds that they are procedurally improper.
- 12. Once the *prima facie* evidence of the validity of a claim is established by its proper filing, the party objecting to the claim has the burden of going forward and introducing evidence sufficient to rebut the presumption of validity. *See, e.g. Reilly* 245 B.R. at 773; *California State Board of Equalization v. Official Unsecured Creditors' Committee (In re Fidelity Holding Co., Ltd.)*, 837 F.2d 696, 698 (5th Cir. 1988). The evidence put forward by the debtor to refute the claim must be of equal "probative force" to the creditor's proof of claim. *In re Simmons*, 765 F.2d 547, 552 (5th Cir. 1985). "When no evidence is proffered to rebut the prima facie evidentiary showing attendant to a properly executed and filed proof of claim" a court may summarily overrule an objection to such claim without taking testimony. *Garner v. Shier (In re Garner)*, 246 B.R. 617, 624 (B.A.P. 9th Cir. 2000).
- 13. The Debtors are attempting to inappropriately shift the burden in this matter to Linamar. See Omnibus Claims Objection: Debtor's Disagreement of the Amount Is Not

Enough, 22 Jun., Am. Bankr. Inst. J. 14 (2003). By filing a 222 page omnibus

objection and simply stating that the claims do not appear in the Debtors' books and

records, the Debtors are using the shotgun approach, hoping that numerous

creditors with perfectly-valid claims will simply not respond, or that it will not be

economical for them to respond.

14. This approach is contrary to the Bankruptcy Rules and the overall sprit of the claims

resolution procedure. What the Debtors have done is, in effect, to require their

creditors to not only file the proof of claim required by the Code, but also prove that

claim again against the mere assertion (without evidence) on the part of the Debtors

that they disagree. The fact that the Debtors failed to account for their debts to

Linamar in their own books and records does not mean that such obligations do not

exist.

WHEREFORE, for the reasons stated herein, Linamar respectfully requests that this

Honorable Court deny the Debtors' Objection in so far as it relates to the Linamar Claims

and instead order payment of the Linamar Claims. In addition, Linamar requests any and

all other relief the Court believes available and appropriate, including its attorney fees.

Respectfully submitted.

Dated: February 17, 2010

By: /s/ Susan M. Cook

Adam D. Bruski
LAMBERT, LESER, ISACKSON,
COOK & GIUNTA, P.C.
309 Davidson Building
916 Washington Avenue
Bay City MI 48708

Susan M. Cook

Bay City, MI 48708

Telephone: 989-893-3518 scook@lambertleser.com

Attorneys for Linamar

05-44481-rdd Doc 19450 Filed 02/17/10 Entered 02/17/10 12:33:23 Main Document Pa 5 of 35 **United States Bankruptcy Court** Administrative Southern District of New York **Expense Claim** Delphi Corporation et al. Claims Processing Form c/o Kurtzman Carson Consultants LLC, 2335 Alaska Avenue El Segundo, California 90245 Debtor against which claim is asserted: Case Name and Number In re Delphi Corporation., et al. 05-44481 Delphi Corporation, et al. 05-44481 Chapter 11, Jointly Administered NOTE: This form should not be used to make a claim in connection with a request for payment for goods or services provided to the Debtors prior to the commencement of the case. This Administrative Expense Claim Form is to be used solely in connection with a request for payment of an administrative expense arising after commencement of the case but prior to June 1, 2009, pursuant to 11 U.S.C. § 503. Name of Creditor Check box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement (The person or other entity to whom the debtor owes money or property) Invar, a Division of Linamar Holdings, Inc giving particulars. Check box if you have never received Name and Address Where Notices Should be Sent any notices from the bankruptcy court in c/o Susan M. Cook this case. Check box if the address differs 916 Washington Avenue, Suite 309 from the address on the envelope sent to Bay City, Michigan 48708 you by the court. (989) 893-3518 THIS SPACE IS FOR COURT USE ONLY Check bere if this claim [] replaces ACCOUNT OR OTHER NUMBER BY WHICH CREDITOR IDENTIFIES amends a previously filed claim, dated: DEBTOR: 0 I. BASIS FOR CLAIM XX Goods sold Retiree benefits as defined in 11 U.S.C. § 1114(a) Services performed Money loaned XX Wages, salaries, and compensation (Fill out below)
Your social security number п Personal injury/wrongful death Unpaid compensation for services performed Taxes mon 10 Other (Describe briefly) (date) 2. DATE DEBT WAS INCURRED 3. IF COURT JUDGMENT, DATE OBTAINED: 10/8/05 - 6/1/09 4. TOTAL AMOUNT OF ADMINISTRATIVE CLAIM: \$ [\$974,810.00] O Check this box if claim includes interest or other charges in addition to the principal amount of the claim. Attach itemized statement of all additional charges. 5. Brief Description of Claim (attach any additional information): Breach of attached contract and failure of Debtors to accept guaranteed volumes specified on attachment B. THIS SPACE IS FOR 6. CREDITS AND SETOFFS: The amount of all payments on this claim has been credited and deducted for the purpose COURT USE ONLY of making this proof of claim. In filing this claim, claimant has deducted all amounts that claimant owes to debtor

7. SUPPORTING DOCUMENTS: <u>Attach copier of supporting documents</u>, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, court judgments, or evidence of security interests. DO NOT SEND ORIGINAL DOCUMENTS. If the documents are not available, explain. If the documents are voluminous, attach a summary. Any attachment must be 8-1/2" by 11".

DATE-STAMPED COPY: To receive an acknowledgement of the filing of your claim, enclose a stamped, self-addressed envelope and copy of this proof of claim.

Date

Sign and print the name and title, if any, of the creditor or other person authorized to file this claim (attach copy of power of attorney, if any)

7/14/09

Susan M. Cook, Attorney for Creditor

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# DELPHI

## General Terms & Conditions

- Delphi will increase piece prices effective January 1, 2008 by \$3.4 million
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- Invar will produce and Delphi will purchase the guaranteed volumes for the 1<sup>st</sup> quarter of 2008 for the Till Housings and Pitman Shafts (Attachment B) effective January 1, 2008. Any volumes required after March 30, 2008 will be quoted on an as needed basis.
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- 19. Both parties will keep this agreement in strict confidentiality.
- 20. This represents the entire agreement between the parties. All other issues will be negotiated by both parties under normal business practices outside the terms of this settlement proposal.

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Agreed to and Accepted this 3rd day of December 2007.

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Name: Title:

Commodity Director, Metallic Global Purchasing

Delphi Saginaw:

Name:

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Jeffrey Moliferriey Director North America Scipply Management

Linemar Corporation

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Jim Jarrell / .

President and COO

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Agrees to and Accepted this 27th day of November 2007.

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# DELPHI

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Agreed to and Accepted this 3<sup>rd</sup> day of December 2007.

	Delphi	Corporation:
--	--------	--------------

Name:

Title:

Commodity Director, Metallic Global Purchasing

Delphi Saginawa

Per:

Name: Title:

Jeffrey Mothemay

Director North America Supply Management

Linamar Corporation

Per:

Name:

Jim Janeli /

President and COO

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DELPHI STEERING AGREEMENT FROM JANUARY 18T, 2008-1 DECEMBER 318T, 2010									
Mischment A				•					
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Agree is and Accepted this 19th day of Humaniber 2017.

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Title Committee Organ Library Organ Proprieto

Name: Januarie

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DELPHI STEERING AGREEMENT FOR TILT HOUSINGS AND PITMAN SHAFTS - JANUARY 1, 2008 - March 30, 2008								
Attachment B					2000			
DELPHY DIVISION	Linamar Plany	PART NUMBER	;	Guaranteed Volume 1st Cor 2008	CURRENT P.O. PRICE	PRICE FROM Jan 1, 2008 until Merch 50 2008		
STEERING	INVAR	Till Mattelman . downed	7	Yamara				
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4	NVAR	IN Housings -: 2010501		60000	85,194	\$15,820 \$18,260		

. Agree to and Accepted this 27th day of November 2007.

Dalohi	Corrieration-

Commodily Director.

Linamer Conscrate

Per. Name:

Dalphi Sagin

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DELPHI DIVISION	LINAMAR FLANT	PART :	2008	REED VOLU	ME: 2010	CURRENT P.O. PRICE	PRICE FROM Jar 1, 2008 to Dec 31
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Attachment D				•:••	· · · ·		
DELSHI GIVEKON	LINAMAR PLANT	PART .	Alas Zoda	PD09	2010	OURRENT P.O. PRIOR	Price From Jan 1, 2008 to Doc 31, 2019
CHASSIS	TRANSGEAR	5806011	720,000			89.46	\$9.918
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Dephi Corporation:	٨	
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Dientifically Director, Michael Authoritistant

Unantar Corporalisms

Per:

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Delphi Saghiaya

Per: 4 We Names Valuemey

. Sarras

12-10-2.007

### Summary of Amounts Owing to Vehcom Based on Actuals from January 2008 to March 2009

### Permanent Surcharge Variance

Debni Adjusted prices on January 1, 2008 to previously agreed Prices that did not include surcharge fluctuations to the end of 2007

The rate used in these fixed prices was at a rate of 0.138 per pound based on Delphi's simulator

The rate that should have been used was 0.152 per pound as this was the rate used on Delphi's simulator for January 2008

This price difference will always remain as Delphi fluctuated the January 2008 price from the 0.162 price going forward but never gave the increase from 0.138 to 0.15:

Q1 2008	15,715.15
Q2 2008	7,193.40
Q3 2008	15,539.23
O4 2008	12,408,66
Q1 2009	10,863.37
Total	61,719.82

### Surcharge Gap Caused by Different Indices Used

Delphi uses the AMM Shredded Index to fluctuate prices to suppliers

Waupaca uses the iron age Chicago metal Market Index to fluctuate their prices to Vehcom

The gap between these indices was significant in the time period in question and Vehcom wishes to receive compensation

This problem is removed in early 2009 on some parts as the contract was switched to consigned.

The calculations are adjusted in the volume section to accommodate this change

Q1 2008	46,942.85
Q2 2008	(8,183.84)
Q3 2008	165,885.05
Q4 2008	94,374.88
Q1 2009	46,448.10
Total	345,446.95

### Price Increases not Paid Based upon Short Fall of Committed Volumes in the Cost Model

Delphi Committed to Volumes on all parts

The Cost Model was introduced to Compensate Linamar for any short falls from these volumes

None of this compensation has been paid to date

Q1 2008	•
Q2 2008	80,619.33
Q3 2008	1,101,447.31
Q4 2608	122,861.36
Q1 2009	177,420.94
Total	1,482,348.93

### Summary of Money Owed to Vehcom

Q1 2008	62,858.00
Q2 2008	79,628.79
Q3 2008	1,282,851.59
Q4 2008	229,644.91
Q1 2009	234,732.40
Total	1,889,515.70

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	es Bankruptcy Court	Administrative						
	n District of New York	Expense Claim						
c/o Kurtzman Carson C	ation et al. Claims Processing Consultants LLC, 2335 Alaska Avenue	Form						
<u>_</u>	ndo, California 90245							
Debtor against which claim is a Delphi Corporation, et al. 05-444		Case Name and Number In re Delphi Corporation., et al. 05-44481						
		Chapter 11, Jointly Administered						
to the Debtors prior to the come connection with a request for p 1, 2009, pursuant to 11 U.S.C. §	used to make a claim in connection with a reques mencement of the case. This Administrative Expe syment of an administrative expense arising after 503.	ase Claim Form is to be used sciely in						
Name of Creditor (The person or other entity to who	om the debtor owes money or property)	Check box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement						
-	on of Linamar Holdings, Inc	giving particulars.  Check box if you have never received						
Name and Address Where Notice c/o Susan M. Cook		any notices from the bankruptcy court in this case.						
916 Washington Av	venue, Suite 309	O Check box if the address differs from the address on the envelope sent to						
Bay City, Michiga Telephone No. (989)	m 48708	you by the court.						
(989)	893-3518		THIS SPACE IS FOR COURT USE ONLY					
ACCOUNT OR OTHER NUMB DEBTOR:	ER BY WHICH CREDITOR IDENTIFIES	Check here if this claim D replaces O amends a previously filed	claim, dated:					
I. BASIS FOR CLAIM  G. Goods sold X  R. Services performed  O. Money loaned  D. Personal injury/wrongful  D. Taxes  D. Other (Describe briefly)	(1 (1) death	Retiree benefits as defined in 11 U.S.C. § 1114 Wages, salaries, and compensation (Fill out bel Your social security number Unpaid compensation for services performed from						
2. DATE DEBT WAS INCURRI	ED 10/8/05 - 6/1/09	3. IF COURT JUDGMENT, DATE OBTAINED	):					
	INISTRATIVE CLAIM: \$ [\$3,165,223.5] udes interest or other charges in addition to the princi		t of all additional charges.					
		<u> </u>						
1	ach any additional information): ned contract paragraphs 1,	2, 8 & 11						
of making this proof of claim.	The amount of all payments on this claim has been on the filing this claim, claimant has deducted all amou	nts that claimant owes to debior.	THIS SPACE IS FOR COURT USE ONLY					
itemized statements of nunnin	ITS: <u>Attach copies of supporting documents</u> , such as g accounts, contracts, court judgments, or evidence o tents are not available, explain. If the documents are " by 11".	of security interests. DO NOT SEND ORIGINAL						
8. DATE-STAMPED COPY: 7 envelope and copy of this pro	Fo receive an acknowledgement of the filing of your of of claim.	claim, enclose a stamped, self-addressed						
Date	Sign and print/the name and title, if any, of the cre authorized to/file this claim/(attach copy of power	ditor or other person of attorney, if any)						
7/14/09	/09 Susan M. Cook. Attorney for Creditor							

# Hated

# General Terms & Conditions

1. Delphi Will increase piece prices effective Jaruary 1, 2008 by \$3.4 million U.S. for the Vehcom, Transgear, Hastech and Roctal components. Delphi and Unamar Will minhally agree to what component prices will increase.

2. Delphi will increase plece prices effective January 1, 2009 by an additional \$700K U.S.; totaling prices effective Vehcom and Rodel components (Attachment A), which will carry over thiough Dec. 31, 2010.

All parts, per attached, with the exception of the Tilt Housings and Priman Shafts, for Delphi requirements on a 100% for Delphi requirements on a 100% to Delphi shall not resource any Linamar programs on a global basis for intentions on a global basis for the intentions.

A linyst will produce and Delphi will purchase the gueranteed volumes for the 15 quarter of 2008 for the girle end Pinchen Shark after the content of 2008 for the content of

6. The 710 Steering Gear Assemblias (Albachment C) will be produced internally at Delphi Steering affer Maiot 80, 2008. The pulce matrix (Albachment C) will be used it any requirement are needed after 2007.

6. All "other" parts are listed on (Attachment D).

Celphi shall be entitled to cancel a program only it their customer cancels in program. Cancellation claims will be settled and paid within 180 days of cancellation rotios.

8. Delphi's current metal surcharge policy will be adopted for all programs at 100% pass through.

9. If a supplier inoreases a base price, both Delphi and Linamar will mutually work together to riegotate with the supplier to mistrate any cost impact.

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14. Payment Terms — MUG2.

15. Contract is for a three (3) year period (2008, 2009, 2010).

16. Freight FOB Linamar lacilities.

mort serution to enter into configurate without any specific signatures from 17. During the process of the Steering division sale, the Terms & Conditions

18. The attached lists represent all the parts Lineman Corporation produces for of this can be provided to Linamar: voce A seles ent tarte entitation de like ententité par entre sels. A copy

... Delphl. If Delphi requires additional parts they will be quoted and negotlated sabaratay. .

19. Both parties will keep this agreement in stirct confidentiality.

Lescopora inemelities sint to somet ort will be negotiated by both parties under mornial business practices outside 20, This represents the entire egreement between the parties. All other tsaues

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Agreed to and Accepted this 3rd day of December 2007.

Delphi Corporation:

Per: . Name: Title:

Commodity Director, Metallic Global Purchasing

Delphi Saginawi

Per:

Name: Title:

Jeffrey Moliferney Director North America Scipply Management

Linamar Corporation

Per:

Name:

Jim Jarrell

President and COO

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Agree in and Accepted 2ds 19th City of Navember 2007,

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DELPHI DIVISION	Attachment B			••.:	08 - March 30;		
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Agrees to and Accepted this 27th day of November 2007.

Per Name

Delphi Sagin

12.6.07

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Attachment C	•	Jary 15t	••' •••		• • • •		
DELPHI DIVISION	LINAMAR PLANT	PART :	2088	BLD VOLU	MB 2010	CUHRENT P.O. PRICE	1, 2008 to Dao 31
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EEFUND.	MVAB	Serving L			600	A-4	3880.0
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uno: Udash Kout	130	10.1	<b>5 -41</b>		roy Métrien	loy C	5

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	Attachment D	,			•:•••		.,	
	DELPHI GIVERON	LINAMAR PLANT	PART	Alga 2008	HEO VOL		CURRENT P.O. PRICE	PRICE FROM Jan 1, 2005 to Dec 31, 2010
101	HABID	RABBEART		72.000		2010 720.000	\$39.46	
	HERMAL.	TRANSCEAR	ËRIJGINS	20 1 2 1 2 1 2 1 2 1 2 1 2 1 2 1 2 1 2 1			er nee	
O	LABSIS	Kell Erru	A LOCK	: 60.05	. 0	o direct	\$18.048	58.080 622,103 \$19.046

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Delphi Corporations

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## **DELPHI ANALYSIS 2009 Q1 (based on actual volumes)**

	Price Increase	Cost Model Volume Adj.	<u>Surcharge</u>	<b>Grand Total</b>
Should Have Paid:	\$735,211.26	\$182,274.80	\$41,153.62	\$958,639.68
Delphi Paid:	\$206,888.51		\$55,468.03	\$262,356.55
Net Impact/ Shortfall	\$(528,322.75)	\$(182,274.80)	\$14,314.41	\$(696,283.14)

## **DELPHI ANALYSIS 2008 (based on actual volumes)**

	Price Increase	Cost Model Volume Adj.	Surcharge	<b>Grand Total</b>
Should Have Paid:	\$2,042,586.70	\$1,478,801.81	\$849,986.93	\$4,371,375.44
Delphi Paid:	\$1,478,926.25		\$423,508.79	\$1,902,435.04
Net Impact/ Shortfall	\$(563,660.45)	\$(1,478,801.81)	\$(426,478.14)	\$(2,468,940.41)

05-44481-rdd Doc 19450 Filed 02/17/10 Entered 02/17/10 12:33:23 Main Document Mailed 11/4/09 by UPS Overright Mail - DROG 311/05/35

United States Bankruptcy Court	Administrative				
Southern District of New York	Claim Request				
Delphi Corporation et al. Claims Processing e/o Kurtzman Carson Consultants LLC, 2335 Alaska Avenue	Form				
El Segundo, California 90245	1				
Debtor against which Administrative Claim is asserted:	Case Name and Number				
Delphi Corporation, et al. 05-44481	In re Delphi Corporation., et al. 05-44481 Chapter 11, Jointly Administered				
NOTE: This form should not be used to make a claim in connection with a requ to the Debtors prior to the commencement of the case. This Administrative Cla connection with a request for payment of an administrative expense arising after	im Request Form is to be used colely in				
Name of Cteditor (The person or other entity to whom the debtor owes money or property) Linamar Corporation and its subsidiaries and affiliates Name and Address Where Notices Should be Sent Susan M. Cook/Adam D. Bruski 916 Washington Avenue, Suite 309 Bay City, Michigan 48708 Telephone No. (989) 893-3518	Check box if you are aware that anyone else has filed a proof of claim relating to your Administrative Claim. Attach copy of statement giving particulars. Check box if you have never received any notices from the bankruptcy court in this case. Cleck box if the address differs from the address on the envelope sent to you by the court.	THE STACE IS YOU			
		THIS SPACE IS FOR COURT USE ONLY			
ACCOUNT OR OTHER NUMBER BY WHICH CREDITOR IDENTIFIES DEBTOR	Check here if this Administrative Claim D replaced 11 arnen	es es a previously filed claim, dated.			
BASIS FOR ADMINISTRATIVE CLAIM   Coods sold   D   Retirce benefits as defined in 11 U.S.C. § 1114(a)     Services performed   D   Wages, salaries, and compensation (Fill out below)     Money baned   Your social security number   Unpaid compensation for services performed     Taxes   Taxes   To     Other (Describe briefly)   (date)   (date)					
2 DATE DEBT WAS INCURRED 6/1/09 - 10/6/09 3 IF COURT JUDGMENT, DATE OBTAINED					
4 101AL AMOUNT OF ADMINISTRATIVE CLAIM \$ 1,602,060.79  Check this box if Administrative Claim includes interest or other charges in addition to the principal amount of the claim. Attach stemized statement of all additional charges.					
5 BRIEF DESCRIPTION OF ADMINISTRATIVE CLAIM (attach any additional information) Goods sold and services performed					
<ol> <li>CREDITS AND SETOFFS: The amount of all payments on this Administrative of purpose of making this Administrative Claim request. In filing this Administrative C that claimant owes to debtor.</li> </ol>	Claim has been credited and deducted for the laim request, claimant has deducted all amounts	THIS SPACE IS FOR COURT USE ONLY			
7 SUPPORTING DOCUMENTS: <u>Attach copies of supporting documents</u> , such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, court judgments, or evidence of security interests. DO NOT SEND ORIGINAL DOCUMENTS. If the documents are not available, explain—If the documents are voluminous, attach a summary.  Any attachment must be 8-1/2" by 11".					
8 DATE-STAMPED COPY To receive an acknowledgement of the filing of your addressed envelope and copy of this Administrative Claim request.	RECEIVED				
Sign and print the name and title, if any, of the cre authorized to file this Administrative Claim (attack  The Brushi  Adam D. Bruski, Attorney f	NOV 05 2009 Kurtzman Carson Consultants				

## **Delphi Accounts Recievable**

Plant	Invoice #	Invoice Date	Amount	Currency
Hastech	62513	8/28/2009	42,420.22	US
Hastech	62582	9/4/2009	44,775.93	US
Hastech	62643	9/11/2009	34,137.09	US
Hastech	62677	9/16/2009	21,277.70	US
Hastech	62712	9/18/2009	21,277.70	US
Hastech	62764	9/24/2009	63,833.09	US
Roctel Mfg.	3696	02-Aug-09	3,633.16	USD
Roctel Mfg.	3708	03-Aug-09	3,361.82	USD
Roctel Mfg.	3695	_	6,723.64	USD
Roctel Mfg.	3707	03-Aug-09	4,387.67	USD
Roctel Mfg.	3713	_	3,361.82	USD
Roctel Mfg.	3714	04-Aug-09	3,361.82	USD
Roctel Mfg.	3751	11-Aug-09	6,828.93	USD
Roctel Mfg.	3749	11-Aug-09	6,723.64	USD
Roctel Mfg.	3750		11,645.00	USD
Roctel Mfg.	3756	12-Aug-09	13,447.28	USD
Roctel Mfg.	3757	12-Aug-09	11,645.00	USD
Roctel Mig.	3767	13-Aug-09	17,467.49	USD
Roctel Mfg.	3771	17-Aug-09	3,473.28	USD
Roctel Mfg.	3777	18-Aug-09	24,191.14	USD
Roctel Mfg.	3778	18-Aug-09	10,419.84	USD
Roctel Mfg.	3790	20-Aug-09	5,542.32	USD
Roctel Mfg.	3789	20-Aug-09	3,473.28	USD
Roctel Mfg.	3795	23-Aug-09	3,436.89	USD
Roctel Mfg.	3794	23-Aug-09	5,623.78	USD
Roctel Mfg.	3796	23-Aug-09	1,438.85	USD
Roctel Mfg.	3798	23-Aug-09	6,723.64	USD
Roctel Mfg.	3806	_	6,723.64	USD
Roctel Mfg.	3807	24-Aug-09	2,981.23	USD
Roctel Mfg.	3814	25-Aug-09	6,723.64	USD
Roctel Mfg.	3808	25-Aug-09	2,672.50	USD
Roctel Mfg.	3821	26-Aug-09	13,447.28	USD
Roctel Mfg.	3816	26-Aug-09	10,160.64	USD
Roctel Mfg.	3834	27-Aug-09	8,217.78	USD
Roctel Mfg.	3835	27-Aug-09	2,894.40	USD
Roctel Mfg.	3825	27-Aug-09	6,044.47	USD
Roctel Mfg.	3839	28-Aug-09	16,809.10	USD
Roctel Mfg.	3840	28-Aug-09	6,946.56	USD
Roctel Mfg.	3850	31-Aug-09	4,800.05	USD
Roctel Mfg.	3849	31-Aug-09	8,918.16	USD
Roctel Mfg.	3848	31-Aug-09	6,946.56	USD
Roctel Mfg.	3859	01-Sep-09	3,473.28	USD
Roctel Mfg.	3860	01-Sep-09	10,085.46	USD
Roctel Mfg.	3869	•	5,788.80	USD
Roctel Mfg.	3870		5,789.80	USD
Roctel Mfg.	3868		12,980.36	USD
Roctel Mfg.	3887		6,946.56	USD
Roctel Mfg.	3884	07-Sep-09	12,980.36	USD
Roctel Mfg.	3896	08-Sep-09	9,711.93	USD

Roctel Mfg.	3908	09-Sep-09	10,085.46	USD
Roctel Mfg.	3906	09-Sep-09	11,247.56	USD
Roctel Mfg.	3907	09-Sep-09	10,419.84	USD
Roctel Mfg.	3921	10-Sep-09	6,946.56	USD
Roctel Mfg.	3920	10-Sep-09	10,085.46	USD
Roctel Mfg.	3930	13-Sep-09	10,085.46	USD
Roctel Mfg.	3928	13-Sep-09	3,473.28	USD
Roctel Mfg.	3938	14-Sep-09	6,946.56	USD
Roctel Mfg.	3939	14-Sep-09	6,723.64	USD
Roctel Mfg.	3948	15-Sep-09	3,473.28	USD
Roctel Mfg.	3947	15-Sep-09	13,447.28	USD
Roctel Mfg.	3950	16-Sep-09	5,080.32	USD
Roctel Mfg.	3955	16-Sep-09	10,085.46	USD
Roctel Mfg.	3970	17-Sep-09	3,323.74	USD
Roctel Mfg.	3967	17-Sep-09	5,623.78	USD
Roctel Mfg.	3968	17-Sep-09	10,085.46	USD
Roctel Mfg.	3983	20-Sep-09	16,809.10	USD
Roctel Mfg.	3982	20-Sep-09	3,473.28	USD
Roctel Mfg.	3991	21-Sep-09	10,085.46	USD
Roctel Mfg.	3990	21-Sep-09	3,473.28	USD
Roctel Mfg.	4003	22-Sep-09	10,085.46	USD
Roctel Mfg.	4004	22-Sep-09	9,607.29	USD
Roctel Mfg.	4002	22-Sep-09	3,473.28	USD
Roctel Mfg.	4010	23-Sep-09	10,085.46	USD
Roctel Mfg.	4026	24-Sep-09	3,473.28	USD
Roctel Mfg.	4027	24-Sep-09	10,085.46	USD
Roctel Mfg.	4009	24-Sep-09	6,946.56	USD
Roctel Mfg.	4033	25-Sep-09	10,085.46	USD
Roctel Mig.	4032	25-Sep-09	3,473.28	USD
Roctel Mfg.	4041	28-Sep-09	2,518.13	USD
Roctel Mfg.	4037	28-Sep-09	5,060.48	USD
Roctel Mfg.	4042	28-Sep-09	3,361.82	USD
Roctel Mfg.	4052	29-Sep-09	3,473.28	USD
Roctel Mfg.	4063	30-Sep-09	5,603.04	USD
Roctel Mfg.	4074	01-Oct-09	3,473.28	USD
Roctel Mfg.	4075	01-Oct-09	6,723.64	UŞD
Roctel Mfg.	4082	04-Oct-09	10,085.46	USD
Roctel Mfg.	4094	05-Oct-09	3,473.28	USD
Roctel Mfg.	4095	05-Oct-09	6,723.64	USD
Roctel Mfg.	4108	06-Oct-09	3,361.82	USD
Roctel Mfg.	4109	06-Oct-09	2,894.40	USD
Roctel Mfg.	4118	07-Oct-09	3,473.28	USD
Roctel Mfg.	4119	07-Oct-09	6,723.64	USD
Roctel Mfg.	4127	08-Oct-09	13,447.28	USD
Roctel Mfg.	4136	09-Oct-09	5,080.32	USD
Roctel Mfg.	4140	11-Oct-09	10,299.24	USD
Roctel Mfg.	4143	12-Oct-09	6,723.64	USD
Roctel Mfg.	4150	13-Oct-09	3,473.28	USD
Roctel Mfg.	4151	13-Oct-09	13,447.28	USD
Roctel Mfg.	4163	14-Oct-09	3,473.28	USD
Roctel Mfg.	4164	14-Oct-09	3,361.82	USD
Roctel Mfg.	4173	15-Oct-09	6,723.64	USD

Roctel Mfg.	4172	15-Oct-09	3,473.28	USD
Roctel Mfg.	4182	18-Oct-09	13,447.28	USD
Roctel Mfg.	4181	18-Oct-09	3,473.28	USD
Roctel Mfg.	4191	19-Oct-09	6,723.64	USD
Roctel Mfg.	4190	19-Oct-09	3,473.28	USD
Roctel Mfg.	4201	20-Oct-09	6,723.64	USD
Roctel Mfg.	4200	20-Oct-09	3,473.28	USD
Roctel Mfg.	4206	21-Oct-09	6,723.64	USD
Roctel Mfg.	4215	22-Oct-09	3,473.28	USD
Roctel Mfg.	4214	22-Oct-09	13,447.28	USD
Roctel Mfg.	4221	23-Oct-09	5,088.77	USD
Roctel Mfg.	4225	25-Oct-09	3,479.76	USD
Roctel Mfg.	4224	25-Oct-09	6,518.02	USD
Roctel Mfg.	4223	25-Oct-09	5,579.28	USD
Roctel Mfg.	4235	26-Oct-09	6,518.02	USD
Roctel Mfg.	4236	26-Oct-09	3,479.76	USD
Roctel Mfg.	4244	27-Oct-09	9,777.03	USD
Roctel Mig.	4251	28-Oct-09	9,777.03	USD
Roctel Mfg.	4252	28-Oct-09	3,479.76	USD
Roctel Mfg.	4264	29-Oct-09	4,820.62	USD
Roctel Mfg.	4269	30-Oct-09	6,959.52	USD
Vehcom	80925	2-Aug-09	3,126.00	USD
Vehcom	80944	3-Aug-09	2,850.00	USD
Vehcom	80964	4-Aug-09	3,993.60	USD
Vehcom	80993	5-Aug-09	5,113.50	USD
Vehcom	81007	6-Aug-09	2,565.60	USD
Vehcom	81026	9-Aug-09	5,926.80	USD
Vehcom	81050	10-Aug-09	6,501.60	USD
Vehcom	81074	11-Aug-09	5,719.98	USD
Vehcom	81101	12-Aug-09	7,287.00	USD
Vehcom	81118	13-Aug-09	8,752.20	USD
Vehcom	81138	16-Aug-09	8,225.40	USD
Vehcom	81158	17-Aug-09	5,168.40	USD
Vehcom	81171	18-Aug-09	8,303.40	USD
Vehcom	81197	19-Aug-09	4,967.40	USD
Vehcom	81211	20-Aug-09	9,624.00	USD
Vehcom	81222	23-Aug-09	6,194.40	
Vehcom	81239	24-Aug-09	7,196.40	USD
Vehcom	81254	25-Aug-09	8,335.80	USD
Vehcom	81279	26-Aug-09	9,380.40	USD
Vehcom	81296	27-Aug-09	1,709.40	USD
Vehcom	81316	30-Aug-09	10,618.80	USD
Vehcom	81337	31-Aug-09	9,207.60	USD
Vehcom	81356	1-Sep-09	8,907.60	USD
Vehcom	81380	2-Sep-09	8,071.20	USD
Vehcom	81396	3-Sep-09	14,617.20	USD
Vehcom	81410	7-Sep-09	8,797.20	USD
Vehcom	81428	8-Sep-09	7,677.60	USD
Vehcom	81449	9-Sep-09	7,653.60	USD
Vehcom	81450	9-Sep-09	22,753.68	USD
Vehcom	81464	10-Sep-09	8,443.20	USD
Vehcom	81490	14-Sep-09	14,019.60	USD
**	<b></b>		,	

Vehcom	81511	14-Sep-09	7,480.80	USD
Vehcom	81533	15-Sep-09	9,776.40	USD
Vehcom	81553	16-Sep-09	9,776.40	USD
Vehcom	81569	17-Sep-09	11,898.00	USD
Vehcom	81589	20-Sep-09	8,332.80	USD
Vehcom	81607	21-Sep-09	8,243.04	USD
Vehcom	81633	22-Sep-09	10,257.60	USD
Vehcom	81651	23-Sep-09	6,321.60	USD
Vehcom	81652	23-Sep-09	11,390.40	USD
Vehcom	81670	24-Sep-09	6,013.20	USD
Vehcom	81698	27-Sep-09	5,445.60	USD
Vehcom	81720	28-Sep-09	6,123.60	USD
Vehcom	81742	29-Sep-09	9,492.00	USD
Vehcom	81769	30-Sep-09	9,295.20	USD
Vehcom	81789	1-Oct-09	7,370.40	USD
Vehcom	81814	4-Oct-09	7,261.20	USD
Vehcom	81815	4-Oct-09	8,136.00	USD
Vehcom	81840	5-Oct-09	4,592.40	USD
Vehcom	81861	6-Oct-09	4,680.00	USD
Vehcom	81880	7-Oct-09	9,492.00	USD
Vehcom	81906	8-Oct-09	5,752.80	USD
Vehcom	81931	11-Oct-09	6,889.20	USD
Vehcom	81948	12-Oct-09	4,790.40	USD
Vehcom	81965	13-Oct-09	7,566.00	USD
Vehcom	81990	14-Oct-09	3,936.00	USD
Vehcom	82008	15-Oct-09	7,479.60	USD
Vehcom	82039	18-Oct-09	12,182.40	USD
Vehcom	82040	19-Oct-09	4,881.60	USD
Vehcom	82079	19-Oct-09	6,518.40	USD
Vehcom	82096	20-Oct-09	7,086.00	USD
Vehcom	82122	21-Oct-09	7,086.00	USD
Vehcom	82147	22-Oct-09	5,774.40	USD
Vehcom	82174	25-Oct-09	6,998.40	USD
Vehcom	82203	26-Oct-09	15,607.20	USD
Vehcom	82226	27-Oct-09	6,518.40	USD
Vehcom	82251	28-Oct-09	8,332.80	USD
Vehcom	82252	28-Oct-09	11,390.40	USD
Vehcom	82278	29-Oct-09	7,851.60	USD
Vehcom	82299	1-Nov-09	8,355.60	USD
Vehcom	82338	2-Nov-09	6,123.60	USD

1,602,060.79 USD

## **Delphi Accounts Payable**

Plant Invoice # Invoice Date Amount Currency